

# **CONTAINER CORPORATION OF INDIA LIMITED**

(A GOVT. OF INDIA UNDERTAKING)

*Think Container, Think CONCOR*



## **OPEN TENDER FOR LEASING OUT WAREHOUSING SPACE AT DCT-SANATHNAGAR AND NAGALAPALLI ON MONTHLY RENTAL BASIS FOR A PERIOD OF ONE YEAR**

## TENDER FORM

**Tender No. CON/SCR/CM/WH/SNF & CMCN/I/2017-18/05**

**Dated 19-04-2017**

**Cost of Tender Document Rs.1145/- (Inclusive of Taxes)**

TENDER FORM FOR LEASING OUT OF WAREHOUSING SPACE AT DCT, SANATHANGAR, HYDERABAD AND DCT, NAGALAPALLI, SANGAREDDY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF COMMENCEMENT OF LEASE.

1. Serial Number assigned to the Tender Form : \_\_\_\_\_
  
2. Date of Sale / Issue: : \_\_\_\_\_
  
3. Name of the Applicant to whom the Tender Form was sold / issued: : \_\_\_\_\_
  
4. Full Address of the Applicant : \_\_\_\_\_

5. Sealed Tenders forms shall be received upto **1500 Hrs on 10-05-2017**

6. Tenders containing bids will be opened at Office of the Chief General Manager, Container Corporation of India Limited, 601-603, 6<sup>th</sup> Floor, Navketan Building, Opp. Clock Tower, S.D. Road, Secunderabad-500 003 (Telangana State) at **1530 Hrs on 10-05-2017**

Office Seal

Full Signature of the official  
Issuing Tender Form

Name in Block Letters.....

Designation.....

Note / Instructions:

- (i) The Tender Form is not transferable under any circumstances.
- (ii) The Tender documents are required to be submitted intact in a sealed cover without tampering with any of the folios thereof i.e. none of the folios of the Tender Document including all the Annexures should be detached and retained by the intending Tenderer. All folios shall be submitted in the matter required duly fulfilling all the conditions mentioned therein.
- (iii) Each folio of Tender Documents shall be signed by the intending Tenderer or such person on his behalf as is legally authorized to sign for and on his behalf and embossed with official seal at the time of submission.
- (iv) Each and every supporting document attached with the tender should be signed by the intending tenderer and embossed with official seal at the time of submission.
- (v) Failure to comply with conditions will render the tender liable for rejection.

- (vi) Sealed tender forms complete in all respects shall be submitted in a sealed box kept for this purpose at the office of the Chief General Manager, Container Corporation of India Limited, 6<sup>th</sup> Floor, No. 601-603, Navketan Building, Opp. Clock Tower, S.D. Road, Secunderabad-500003 (Telangana State), **on or before 1500Hrs of 10-05-2017. The bids are to be submitted in sealed envelopes. This envelope should be clearly superscribed as "Tender for Leasing Out Warehousing Space at DCT-Sanathnagar and Nagalapalli on Monthly Rental Basis for a period of One Year".**

The tender must be submitted in person or must be sent by Registered Post / Courier to The Chief General Manager, Container Corporation of India Limited, South Central Region, 6<sup>th</sup> Floor, No. 601-603, Navketan Building, Opp. Clock Tower, S.D. Road, Secunderabad-500003 (Telangana State) as to reach the nominated office not later than **1500hrs on 10-05-2017.**

**Delayed Tender** is the tender received before the time of opening but after the due date and time of submission of tender. **Late Tender** is the tender received after the specified time of opening of tender. **Post tender** is the tender received after specified date and time of opening. **Any Tender Received after specified date and time of submission of tender i.e. 1500Hrs of 10-05-2017 shall be summarily rejected.**

CONTAINER CORPORATION OF INDIA LIMITED  
(A GOVT. OF INDIA UNDERTAKING)  
Visit us at [www.concorindia.co.in](http://www.concorindia.co.in)

**Letter for Submission of Tender**

From

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To

The Chief General Manager,  
CONCOR, South Central Region,  
6<sup>th</sup> Floor, No. 601-603, Navketan Building, Opp. Clock Tower,  
S.D. Road, Seunderabad-500003 (Telangana State).

Dear Sir,

Sub: Open tender for Leasing out Warehousing Space at DCT-Sanathangar and Nagalapalli on monthly rental basis for a period of one year – Reg.

Ref: Open Tender Notice No. **CON/SCR/CM/WH/SNF & CMCN/I/2017-18/05,**  
**Dated 19-04-2017**

In response to your Tender Notice no. CON/SCR/CM/WH/SNF & CMCN/I/2017-18/05, dated 19-04-2017 inviting offers for leasing out Warehousing space at DCT, Sanathangar and Nagalapalli on monthly rental basis for a period of one year. I/We ..... a Company/Partnership Firm/an Association /Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all the partners or members) carrying business at..... hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

**I/we agree that this offer shall be valid for a period of one hundred and twenty (120) days from the date of opening of the tender.**

**We confirm that no amendments have been made in the tender document downloaded from the internet, in case at any stage, change / modification is noticed in the tender document, we will abide by the original terms and conditions of the tender.**

I/we hereby declare that we have read and understood and agree to abide by and fulfill the Terms and Conditions of Contract, which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly signed on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or

retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate).

I/we have enclosed an Account Payee Demand Draft/Bankers Cheque, on ..... [Name of Bank] for Rs.\_\_\_\_\_ in favour of Container Corporation of India Ltd., payable at Hyderabad / Secunderabad, as Earnest Money Deposit for this tender, in the sealed envelope superscribed as “Bid for Leasing out Warehousing Space at DCT-Sanathangar and Nagalapalli on monthly rental basis for a period of one year”.

I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal of the Tenderer)

Encl: .....  
.....  
.....

## INSTRUCTIONS TO THE TENDERER

1. **Open tenders in Single bid system** is invited for Leasing out warehousing space at DCT-Sanathnagar, Hyderabad and warehousing space at DCT, Nagalapalli, Sanga Reddy on monthly rental basis for a period of 1 year. Details of warehouse are as follows:

WAREHOUSE	TYPE OF WAREHOUSE	LOCATION	AREA (in Sq.Mtrs.)
A	Covered Warehouse Space available for lease	CONCOR, Domestic Container Terminal-Sanathnagar, Hyderabad 500018 (Telangana State).	1471
B	Covered Warehouse Space available for lease	CONCOR, Domestic Container Terminal, Nagalapalli, Sanga Reddy, 502300 (Telangana State).	689

**Bids can be submitted for Warehouse A or B by the Bidder or Bids can be submitted by the Bidder for both the Warehouses i.e. A+B. The bids will be evaluated on the basis of Highest bid either individual Warehouse i.e. A or B or bids as received for combined warehouse by the single bidder.**

The Tender document can be purchased from the Container Corporation of India Limited, Regional office. Secunderabad on payment of Rs.1145/- by way of demand draft in favour of "Container Corporation of India Limited" payable at Hyderabad /Secunderabad or by cash. Alternatively, the tender document may be downloaded from [www.concorindia.co.in](http://www.concorindia.co.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) and same may be submitted along with the cost of tender document of Rs.1145/- by way of demand draft / Banker Cheque in favour of "Container Corporation of India Limited" payable at Hyderabad / Secunderabad. **In case of non-submission of cost of tender document, the tender shall be liable for rejection.**

2. Complete tender papers duly accompanied with Demand Draft towards tender sale price & EMD, in favour of M/s. Container Corporation of India Ltd, Payable at Hyderabad/Secunderabad, kept in a sealed cover should be deposited in the nominated tender box at The Chief General Manager, Container Corporation of India Ltd., 601-603, 6th Floor, Navketan, Opp.Clock Tower, S.D.Road, Secunderabad – 500003., (Telangana State) as per date and time mentioned below and tender shall be opened in presence of bidders or their authorized representatives.

Tender No.	<b>CON/SCR/CM/WH/SNF &amp; CMCN/I/2017-18/05, Dated 19-04-2017</b>
Name of Work	Leasing out warehousing space at DCT- Sanathnagar, Hyderabad and warehousing space at Nagalapalli, Sanga Reddy on monthly rental basis for a period of 1 years through Open tender mode. Details of warehouse is mentioned vide sl.no.1 of instructions to the tenderer.
Estimated Cost	Rs.2489060/- for period of 01 year
Period of Contract	One (01) year
Earnest Money Deposit	Rs.42,500/- - for Warehouse-A . through Demand Draft Rs.7500/- - for Warehouse-B .through Demand Draft

	Or Rs.50000/- - if the bid is submitted for warehouse A + B through Demand Draft
Cost of Tender Document (Non-refundable)	Rs.1145/- (incl.VAT) through Demand Draft.
Date of sale of Tender	19-04-2017 to 09-05-2017 (1000Hrs to 17:00Hrs)
<b>Inspection of Warehouses</b>	<b>19-04-2017 to 09-05-2017 (1100hrs to 1700Hrs)</b>
Date & Time of submission of Tender.	10-05-2017 upto 15:00 hrs
Date & Time of Opening of Tender.	10-05-2017 at 15:30 hrs.
Eligibility Criteria	Tenderer should be in the field of manufacturing or trading or clearing & forwarding agent or transporter or in logistic field for a period of last two immediate financial years prior to the last date of submission of the bid for this tender (i.e. <b>2015-16, and 2016-17</b> ).

3. This Notice Inviting Open Tender and Tender document are also available at CONCOR website: [www.concorindia.co.in](http://www.concorindia.co.in) or [eprocure.gov.in](http://eprocure.gov.in).
4. Any downloading from the websites is at the sole risk & responsibility of the user.
5. Corrigendum/Addendum to this Tender, if any, will be published on website [www.concorindia.co.in](http://www.concorindia.co.in), or Central Procurement Portal (CPP) i.e. [www.eprocure.gov.in](http://www.eprocure.gov.in) only. Newspaper press advertisement shall not be issued for the same.
6. Necessary Licences required to store the cargo must be available with the successful bidder immediately prior to commencement of the lease.
7. Tender documents/sets shall be provided free of cost to Micro & Small Enterprises (MSEs) registered under the listed agencies.
8. MSEs registered under the agencies for the items tendered will be exempted from payment of Earnest Money Deposit (EMD).
9. MSEs who are interested in availing themselves of these benefits and preferential treatment, the MSEs will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry of MSME indicated below along with the bid.
  - a) District Industries Centers
  - b) Khadi and Village industries Commission
  - c) Khadi and Village Board
  - d) Coir Board
  - e) National Small Industries Corporation
  - f) Directorate of Handicraft and Handloom
  - g) UdyogAadhar
  - h) Any other body specified by Ministry of MSME.
10. The MSEs must also indicate the terminal validity date of their registration. (However, in those case where the MSEs are not able to provide the certificate with validity date of their

registration, a self-declaration by MSE (party) on their letter head, confirming the validity of their registration is accepted.)

11. Failing (12) & (13) above, such offer will not be liable for consideration of benefits detailed in MSE notification of Government of India dated 23/03/2013.
12. CONCOR reserves the right to reject any or all the tenders without assigning any reason thereof.
13. Conditional Tender will not be accepted and will be rejected out-right.
14. CONCOR reserves the right to:
  - To extend the date of submission of the Tender, and to amend the terms and conditions before award of the contract, if any.

14 **Eligibility Criteria & submission of documents by the tenderer-**

**Eligibility Criteria:**

1. The agency should be in the field of manufacturing or trading or clearing & forwarding agent or transporter or in logistic field for a period of last two immediate financial years prior to the last date of submission of the bid for this tender i.e.,2015-16 & 2016-17.

**Documents to be submitted by the bidder:**

1. Letter of submission of tender.
  2. Complete tender documents duly signed and stamped on each pages. Along with
  3. Financial Bid in the prescribed form as per "**Annexure-II**" of tender document. The rates must be filled in both words and figures in "**Annexure-II**" duly signed & stamped by agency.
  4. Earnest Money Deposit.
  5. The agency shall submit a Chartered Accountant Certificate for rendering such nature of business during the financial years 2015-16 & 2016-17 in the original on their Chartered Accountant's letter head.
  6. The agency should have Registration under Shops & Establishment Act 1948. In case the agency does not have such a registration/license, he shall submit an undertaking to get it Registered (license issued) within one month's time, in the event, if they are awarded the contract.
  7. Photocopy of partnership deed with copy of registration certificate if tenderer is a partnership firm, memorandum and article of association along with copy of incorporation certificate in case of company or in case of sole proprietor, an affidavit may be enclosed.
  8. Photocopy of Certificate of Service Tax Registration
  9. Photocopy of PAN number
- 15 **Earnest Money Deposit:** The Bidder needs to submit Earnest Money Deposit in the form of Demand Draft in favour of Container Corporation of India Limited, payable at Hyderabad Secunderabad:

Type of Bid	EMD Amount in Rs.
If the Bid is submitted for Warehouse – A only	Rs.42,500/-
If the Bid is submitted for Warehouse-B only	Rs.7,500/-
If the Bids is submitted for Warehouse A+B	Rs.50,000/-



16 **Renewal clause:**

The period of lease will be for one year, commencing from the date of commencement of Warehouse lease at each location. The monthly lease rentals payable by licensee will remain fixed for the initial lease period of 01(one) year. During the extension period, the monthly lease shall be on mutually agreed rates, on the same terms and conditions.

17. **Validity of offer**

The tenderer is permitted to tender on the clear understanding that, after submission of the tender, he will not rescind from his offer or modify the Terms and Conditions thereof in a manner not acceptable to CONCOR within **90 days** of the date of opening of the tender, unless extended further with mutual consent. Should the tenderer fail to observe or comply with the said stipulation by way of failure to execute an agreement or modify/withdraw the offer or refuse to accept work order or fail to furnish the requisite Security Deposit, the aforesaid amount of Earnest Money shall be liable to be forfeited to CONCOR, and CONCOR can take recourse to other legal remedies in terms of the contract.

18. **SECURITY DEPOSIT & EXECUTION OF AGREEMENT:**

The successful tenderer shall be required to submit a **Security Deposit equal to 02 (Two) month's lease rent**, by way of Demand Draft(DD) or Pay Order in favour of "Container Corporation of India Ltd.", payable at Hyderabad / Secunderabad or in the form of a Bank guarantee from a scheduled Bank in the format given in **ANNEXURE-III** with validity upto 18 months from the date of commencement of Contract and **execute an agreement** with CONCOR on a non-judicial STAMP PAPER of Rs.100/- value as per SPECIMEN DRAFT in **Annexure-I** of this document **within 15 days of award of contract** (i.e., from date of this LOI). The security deposit BG will be refunded/returned within 1(one) month of the completion of the Lease period or extended period, on obtaining, No Dues Certificate "from the Terminal Manager. No interest is payable on the security deposit under any circumstances. In case, the successful bidder fails to submit the Security Deposit or fails to execute the agreement within the stipulated time or declines/backs out /rescinds from his offer, CONCOR reserves the right to forfeit the EMD amount of Rs.42,500/-(Rupees Forty Two Thousand Five Hundred Only) - for Warehouse-A, Rs.7500/- (Rupees Seven Thousand Five Hundred only)- for Warehouse-B, for Warehouse A & B Rs.50,000/- (Rupees Fifty Thousand only) and take such other action as it deems fit. In case of unforeseen circumstances, Chief General Manager, CONCOR/South Central Region, may condone the delay and extend the period of submission of the Security deposit and execution of the agreement by maximum 10 days, upon specific request of the successful bidder in writing with due explanation of the reasons for delay.

19. The successful Bidder will be allotted the warehouse space to commence their storage and will be handed over the vacant possession of the premises after screening the Tenders/offers by a nominated committee. The selected bidder will have to pay Monthly Lease/Rental in the manner prescribed in para-3 of the agreement in ANNEXURE-I.

20.For any further enquires, information or details, please contact the following:

WAREHOUSE	LOCATION	AREA (in Sq.Mtrs.)	Contact
A	CONCOR, Domestic Container Terminal- Sanathnagar, Hyderabad 500018 (Telangana State).	1471	1. P. Seshagiri Rao - 9618404007 (CONCOR, Sanathnagar), 2. MBPV Ravi Kumar- 9618404020 (CONCOR, Sanathnagar)
B	CONCOR, Domestic Container Terminal, Nagalapalli, Sanga Reddy, 502300 (Telangana State).	689	K.Srinivas – 9618404014 (CONCOR, Nagalapalli)

Bidders are requested to visit the above warehouse(s) and inspect the warehouse space offered for lease.

For Container corporation of India Ltd.

Chief General Manager  
South Central Region

**ANNEXURE - I**

**(TO BE EXECUTED BY THE SUCCESSFUL BIDDER ON AWARD OF LEASE ON NON-  
JUDICIAL STAMP PAPER OF Rs.100/-)**

Contract Agreement No. \_\_\_\_\_

Dated \_\_\_\_\_

**Agreement for leasing of Warehouse at**

This Agreement is made on the \_\_\_\_\_ Day of 2017 between M/s Container Corporation of India Ltd., having Regd. Office: -C-3, Mathura road, Opp.Apollo Hospital, New Delhi– as Chief Executive and Administration of the Container Corporation of India Ltd.,(Govt.of India Undertaking) represented by the Chief General Manager, Container Corporation of India Ltd.,South Central Region,Secunderabad therein called (CONCOR) of the one part and M/s.

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(herein after called **the Lessee/Licensee** which expression shall be deemed to include his/their respective heirs, executor, administrators, legal representative successor and assignee)on the part for the purpose of taking possession of warehouse at Sanathnagar/Nagalapalli on monthly rental basis on the following terms and conditions.

## **Terms & Conditions:-**

### 1. Duration of Allotment of warehouse space:

The allotment of Total Warehouse Space of around \_\_\_\_\_ SQM shall be effective from the date of possession or within 10 days of award of contract (Letter of Intent) which ever is earlier as per the terms given hereunder:

Sr. No.	Warehouse Space	Period of Allotment	*Rate per Sq. Mtr. per Month (Rs.)	*Monthly Rental (Rs.)
Warehouse A	_____ Sq. Mtrs.		Rs.	Rs.
Warehouse B	_____ Sq. Mtrs.		Rs.	Rs.

**\*Service Tax/GST will be collected extra as applicable from time to time.**

2. **EXIT Clause:** For termination of this allotment space at any stage during the period of allotment, **the Lessee/Licensee will be required to give 02(two) months notice.** (The Lessee/Licensee shall be responsible for any damage to the CONCOR property during the period of allotment.)

3. The Lessee/Licensee shall pay the monthly rental, as given at Para-1 above, in advance **before 10<sup>th</sup> of every month.** In the event of failure to pay the monthly rent and other charges within the stipulated date an interest@18%per annum will be charged beginning from the 1st day of the month to which Lessee/Licensee fee pertains without prejudice to the other rights of CONCOR. CONCOR however reserve the right to waive the interest, in case the reasons furnished by the Lessee are found to be reasonable and acceptable. **In addition, the Lessee/Licensee shall also pay the electricity charges as per actual or as fixed by CONCOR within 7days from submission of the bills, taxes will be payable extra as applicable.**

**The service-tax/ other taxes/GST, as applicable, will be additionally paid by the Lessee/Licensee.**

4. The Lessee/Licensee will employ adequate number of staff in order to maintain efficiency to the standard desired by CONCOR and the customers. All persons engaged by the Lessee/Licensee shall be treated as their own employee and they will claim no privilege from CONCOR. The Lessee/Licensee will be directly responsible for the administration of his employees as regards their wages, uniforms, general discipline and courteous behaviour. The Lessee/Licensee shall discharge from his/their service an employee who shall in the opinion of CONCOR misconducts or is in way unfit or unsuitable for the purpose of the business to be carried on in the said premises.

5. The Lessee/Licensee will be responsible for the regular maintenance and cleanliness of area allocated.

6. The warehousing services shall be opened during office hours on all working days the working hours that will be specified by CONCOR. The service will remain closed on Sunday and other holidays unless specifically desired otherwise by CONCOR. In case the service is to be opened on holidays and kept open beyond office hours, CONCOR has the option to specifically direct the Lessee/Licensee to do so.

7. The Lessee/Licensee shall at its own cost effect, as required as per Act, take necessary insurance in respect of the staff and other personnel or person to be deployed or engaged at the warehouse in connection with their activities and shall comply with the provisions of all relevant **Acts/Laws such as** Establishment Act of Contract Labour, Employees staff Insurance Act, Workmen's compensation act, Payment of wages Act, the Employee Provident Fund and Family Pension Act 1952, the Payment of Bonus Act, Employees State insurance if applicable, Provision of employment of children act of 1938, Hours of Employment regulations and any other rules, Regulation and/or statutes that may be applicable to them no worth at may be introduced by the Government, State Administration or Municipal authorities subsequent to the date of this agreement. The Lessee/Licensee shall keep CONCOR indemnified from all acts of **commission**, default, breaches and/or any claims, demands, loss, injury and expenses to which CONCOR may be put to or involved as a result of Lessee/Licensee's failure to fulfil any of the obligations here under and/or under statutes and/or any bye-laws or rules framed there under or any of them. CONCOR shall be entitled to recover any of such losses or expenses which it may have to suffer or incur on account of such claims, demands, loss or injury from monthly bills/ PDS or from the security deposit of the Lessee/Licensee without prejudice to its any other rights under the law.

8. The Lessee/Licensee will have to furnish a statement showing the names and wages of all the employees engaged and working in warehouse. Any addition / deletion must be communicated to CONCOR.

The Lessee/Licensee shall not in any capacity employ any person(s) of bad character or any person(s) whose antecedents have not been investigated by the police authorities and shall issue an appointment certificate which shall contain a photograph of the employee specifying the employee's name, father's name address and the place at which employed. The expenses for such verification are to be borne by the Lessee/Licensee. The Lessee/Licensee shall not in any capacity employ any illiterate persons in the allotted space to him.

9. CONCOR will provide the warehouse space available at Sanathnagar/Nagalapalli. CONCOR will not provide labour which has to be organized by the party as per the terms & conditions of labour laws & regulations from time to time.

10. CONCOR shall have the right to search the Lessee/Licensee's employees or cargo at any time while going out of the office premises and there shall be no grievance expressed/felt on this account either by Lessee/Licensee or his employees. The Lessee/Licensee will issue ID cards to their staff / workers in the format approved by CONCOR. Entry of employees into the office premises at Sanathnagar/Nagalapalli Area and the Administration complex will be on the basis of the identity cards only.

11. CONCOR shall authorize its official to inspect and oversee functioning of services with a view to ensure efficient services. In case there are repeated failures or lacuna noticed due to failure of Lessee/Licensee, the authorized CONCOR official can impose a fine upto Rs.1000/- at one time to be paid immediately by the Lessee/Licensee. However, CONCOR reserve the right to either allow full / partial waiver of the fines, if the lessee submit his appeal within three months time from the imposition of such fines. The Lessee/Licensee will ensure that hazardous or inflammable or any other intoxicating/**radioactive** material are not stored in and around the warehouse space.

12. **The Lessee/Licensee will deposit with CONCOR a Security Deposit equal to 2.(Two) month's license fee for warehouse space allotted as per Para-1 above, by way of Demand Draft(DD) or Pay Order in favour of "Container Corporation of India Ltd.", payable at Hyderabad/Secunderabad or in the form of a Bank guarantee from a scheduled Bank in the Format given in ANNEXURE-III with validity of 18months from the date of commencement of Contract. The security deposit BG will be refunded/returned within 1(one) month of the completion of the Lease period or extended period of lease, on obtaining 'No Dues Certificate' from the Terminal Manager. No interest is payable on the security deposit under any circumstances.**

13. The Lessee/Licensee shall not sublet or assign the allotted space or use the space provided for running the services for proposes other than of interest of CONCOR business and shall not allow anybody to reside in the allotted space and shall not use the same or part of it for stocking or keeping articles other than those needed for intended use.

14.The Lessee/Licensee shall be responsible for all damages or losses to CONCOR property by the Lessee/Licensee or his staff and shall be liable to make good any such loss or damage immediately. Amounts claimed by CONCOR for such damages/or losses shall be paid by the Lessee/Licensee immediately on demand.

15.No addition/alterations of any kind will be done in the leased premises by Lessee without prior consent of Lessor in writing. If any done with the consent of Lessor, will be removed with the expenses of the Lessee at the time of vacating the premises and premises will be handed over as it was handed over at the time of occupying the premises.

16.The Lessee shall take the necessary safety measures to protect the premises against theft and fire.

17.Visitor vehicles are not allowed inside the area of DCT-Sanathnagar/Nagalapalli.

18.The Lessee shall be at liberty to display his name plate/boards on the interior and exterior with the premises. However, no hoarding, advertisement, banners neon signs etc. shall be within premises and get them removed/cleaned at the time of vacating the warehouse premises.

19.CONCOR will not **in** any way be responsible for any loss or damage accruing to any goods, stores or articles that **may** be kept by the Lessee/Licensee in the allotted space.

#### 20.Purpose

- a) That the Lessee/Licensee shall use the premises only for storage & off-loading of goods using crane & fork lift and other Handling equipment under the safety guidelines of its customers.
- b) The Lessee/Licensee shall use the premises for all their clients.
- c) The working procedure of warehouse and day to day working system will be done as per Joint procedural order with mutually agreed terms.
- d) The leased premises will be under the Lock and Key of Lessee/Licensee

21.That the possession and control of warehouse allotted space shall be that of the CONCOR through out and it is clearly understood that the Lessee/Licensee shall not have any right to exclusive possession of the allotted space at anytime.

22. **CONCOR reserves the right to off-lease required space from the leased area by giving one-month notice without assigning any reason thereof.** The Lessee/Licensee shall vacate the allotted space peacefully if desired by CONCOR and shall handover the same to the authorized officer of CONCOR. **If, additional area is available at Warehouse (A) – (Sanathangar) for lease CONCOR may consider leasing of additional available space at same terms and conditions at mutually agreed rates.**

23. The Lessee/Licensee shall, at their own cost, take insurance cover for the cargo stored at Santhnagar/Nagalapalli Warehouse for the above lease period.

24. The Lessee/Licensee must have their own Security arrangements for the cargo stored in the warehouse.

25. Other utility charges like Electricity and water shall be payable by the Lessee/Licensee as per actual or as fixed by CONCOR, taxes will be payable extra as applicable and as per bills raised by CONCOR within 7 days from submission of bills. Further, repairs and maintenance charges if any shall also be recovered from Lessee/Licensee at actuals.

26. Only non-hazardous cargo shall be stored in the warehouse.

27. That in the event of the leased premises, or any part thereof, being materially damaged or destroyed by any reason whatsoever, including by storm, tempest, fire(not caused by any act or default on the part of the lessee, its servant, agents or workmen), earth quakes, flood, civil disturbances, war, air raid, violence, of any army or any irresistible force making it substantially and permanently unfit for purpose for which it is let, then the tenancy shall, at the option of either of the parties, be void, but in the event of the lessee desiring to continue the tenancy and the Lessor agreeing to repair the damage or injury, the Lessee shall vacate the whole or such portion of the lease premises as may be required to enable the Lessor to repair and restore the same to its former state and condition, and in such event the whole or a proportionate part of the license fee shall abate till the leased premises are restored to their former conditions or the damage repaired, and the Lessee shall continue to pay the full license fee hereby reserved from the date of such reparation or restoration.

28. The lessee/Licensee shall not store any contraband, or hazardous cargo etc. inside the premises. All the material stored inside the premises by the Lessee/Licensee will be under its own custody and risk, with no responsibility devolving upon the Lessor. In case of any damage to life or property of the lessor or its staff/agents/customers etc. due to violation of the above, by the lessee, the lessee/licensee shall be responsible for any loss suffered by the Lessor or its staff/agents/customers etc.

29. In case of any dispute, **arising or occurring in respect of this deed** the matter shall be referred to the **Chief General Manager, CONCOR-South Central Region** and his decision will be final and binding on the Lessee/Licensee.

30. Force Majeure

- a) Except as provided herein no party shall be liable to the other for any damage or loss where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an Act of God, war, civil disturbance, strikes, lock-outs, labour unrest, requisitioning, governmental or parliamentary restrictions, prohibitions or enactment's of any kind, fire accident.
- b) The party affected by Force Majeure shall take all necessary steps to mitigate the event of Force Majeure.

ALL THE TERMS AND CONDITIONS MENTIONED ABOVE INCLUDING RATES HAVE BEEN READ CAREFULLY & HAVE BEEN UNDERSTOOD AND ARE ACCEPTED.

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

FOR AND ON BEHALF OF: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PIN CODE \_\_\_\_\_ . \_\_\_\_\_

TELEPHONE NOS. : \_\_\_\_\_

FAX/TELEXNOS. : \_\_\_\_\_

**(Name & Signature of Lessee/Licensee with stamp.)**

SIGNED IN PRESENCE OF WITNESS:

- 1.
- 2.

Signed on behalf of Container Corporation of India Ltd.

Chief General Manager/CONCOR/SCR

SIGNED IN PRESENCE OF WITNESS:

- 1.
- 2.



**ANNEXURE - II**

**Schedule of Rates**

**(Pl. quote your offer on the letter head of the company)**

**The Chief General Manager,**  
Container Corporation of India Ltd.  
**Secunderabad**

Dear Sir,

**SUB:- OFFER FOR LEASING OUT WAREHOUSE SPACE AT CONCOR, Sanathnagar/Nagalapalli ON MONTHLY RENTAL BASIS – Reg.**

With reference to your tender No-----dated-----, we quote **Monthly Lease Rent per month** as under:

WAREHOUSE	Total Area (In Square Meter)	Location	Duration	<b>OFFER PRICE.</b> (Rate per Sq. mtr. per month.)	
				in figures (In. Rs.)	in words (In Rs.)
<b>A</b>	<b>1471 Sq. Mtrs.</b>	<b>Sanathnagar</b>	<b>One Year</b>		
<b>B</b>	<b>689 Sq. Mtrs</b>	<b>Nagalapalli</b>	<b>One Year</b>		

**Note:**

- Service tax/GST is payable by the Licensee extra at applicable rate notified by Govt. from time to time.
- Electricity and water charges are payable by the Licensee extra as per Tender Terms.
- Repairs and maintenance charges if any shall also be recovered from lessee/licensee at actuals.

Tender document duly signed by us as token of our acceptance of terms & conditions.

Your's faithfully.

Name, Signature & seal of the Agency

## **ANNEXURE – III(FORMAT OF BANK GAURANTEE)**

### **BANK GUARANTEE BOND**

1. In consideration of Container Corporation of India Ltd., acting through the Chief General Manager, Western Region, having its registered office at - C-3, Mathura Road, Opp. Apollo Hospital, New Delhi, having agreed to permit M/s. \_\_\_\_\_ (herein after called the said Contractor) for the purpose of taking possession of warehouse at Sanathnagar/Nagalapalli on monthly rental basis on the terms and conditions of the agreement for/on production of a Bank Guarantee for Rs.(Rupees only), we Bank, (here in after referred to as the Bank) do hereby undertake (and promise) to pay to Container Corporation of India Ltd., an amount not exceeding Rs. \_\_\_\_\_ (Rupees only) against any loss or damages caused to or suffered or would be caused to or suffered by the containers or cargo therein or the Container Corporation of India Ltd., by reason of any failure of the Contractor to use warehouse safely in contravention of the terms and conditions in the said agreement.

2. We \_\_\_\_\_ Bank, do hereby undertake the promise to pay the

Amount due or payable under this guarantee without any demur, merely on a demand from the Managing Director, Container Corporation of India Ltd., stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by the Container Corporation of India Ltd., by reason of any failure of the said leasing of warehouse to perform the said operations safely without damaging cargo / containers. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under guarantee shall be restricted to an amount not exceeding Rs. Only.  
(Rupees only).

- 3.1 We Bank, further agree that the guarantee herein contained shall be taken for the performance of the said agreement and that it shall continue to be enforceable till all dues of the Container Corporation of India Ltd., under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or guaranteed unless a demand or claim under this agreement is made on us in writing on or before three months after the date of completion of the contract, we shall be discharged from all liability under this guarantee thereafter.

- 3.2 Notwithstanding anything to the contrary contained herein the liability of the Bank under this guarantee will remain in-force and effect until such time as this guarantee is discharged in writing by the Container Corporation of India Ltd., or until the date of the expiry of the contract (which ever is earlier) and no claim shall be valid under this guarantee unless notice in writing thereof, is given by the Container Corporation of India Ltd., within three months from the date of aforesaid.

3.3 Provided that we Bank unconditionally undertake to renew this guarantee or to extend the period of guarantee from year to year within 2(Two) months before the expiry of the period or the extended period of the guarantee as the case may be on being called upon to do so by the Container Corporation of India Ltd. If the guarantee is not renewed or the period extended on demand we \_\_\_\_\_ Bank shall pay the Container Corporation of India Ltd., the full amount of the guarantee on demand and without demur.

4. We Bank, further agree with the Container Corporation of India Ltd., that the Container Corporation of India Ltd., shall have the fullest liberty without our consent and without affecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any of the powers excisable by the Container Corporation of India Ltd., against the said contract and to fore bear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contract or for any bearance, Actor Commission on the part of the Container Corporation of India Ltd., or any indulgence by the matter or thing whatsoever which under the law relating to sureties but for the said reservation would relieve us from the liability.

5) This guarantee will not be revoked by any change in the constitution of the Bank and or of the surety.

6) We \_\_\_\_\_ Bank lastly undertakes not to

Revoke this guarantee during this currency except with the previous consent of the Container Corporation of India Ltd., in writing.

OFFICER'S SIGNATURE WITH BANK SEAL

DATE